

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter referred to as “the Agreement”) is made and entered into by and between Patricia Ledford (hereinafter referred to as “Ledford”) and Neelam Investments, Inc. (hereinafter referred to as “Neelam,”), Jasvinder Bagga (hereinafter referred to as “J. Bagga”) and Babloo Bagga (hereinafter referred to as “B. Bagga”) (together, Neelam, J. Bagga and B. Bagga hereinafter referred to as “Defendants”).

I.

11 For and in consideration of the execution and non-revocation of this  
12 Agreement by Ledford, Defendants agree to provide a lump sum payment in the  
13 gross amount of Thirteen Thousand Nine Hundred Forty Eight Dollars and  
14 Ninety Two Cents (\$13,948.92) payable as follows: (i) a check made payable to  
15 Patricia Ledford in the gross amount of Four Thousand Two Hundred Eighty  
16 Six Dollars and 96/100 Cents (\$4,286.96), less all legally required withholding  
17 taxes and payroll deductions (calculated on the basis of the Form W-4 already on  
18 file for Ledford) as payment for claimed but disputed lost wages for which  
19 Defendants will issue or cause to be issued an IRS Form W-2; (ii) a check made  
20 payable to Patricia Ledford in the gross amount of Four Thousand Six Hundred  
21 Sixty One Dollars and 96/100Cents (\$4,661.96), as payment for claimed but  
22 disputed non-wage damages, from which no withholdings will be made and for  
23 which Defendants will issue or cause to be issued an IRS 1099 categorizing this

amount as "box 3" other income; and (iii) a check made payable to Kevin D. Fitzpatrick, Jr., in the gross amount of Five Thousand Dollars and 00/100 Cents (\$5,000.00), for which Defendants will issue or cause to be issued an IRS Form 1099. These payments are provided in settlement of Ledford's claims against Neelam, J. Bagga and B. Bagga and/or all of their affiliated companies and representatives, as set forth in the lawsuit filed with the United States District Court for the Northern District of Georgia, bearing case number 1:15-CV-2003-AT, captioned *Patricia Ledford v. Neelam Investments, Inc., d/b/a Happy Food Mart, Jasvinder Bagga and Babloo Bagga* (the "Lawsuit"). Delivery of the aforementioned settlement checks shall be made to Ledford's counsel of record, Kevin D. Fitzpatrick Jr., Esq., within a reasonable time, not to exceed ten (10) days following Court approval of the Agreement. Within five (5) business days of receipt of the funds provided herein Ledford will file a Stipulation of Dismissal With Prejudice in the Lawsuit.

II.

For and in consideration of the agreements and commitments set forth above, the receipt and sufficiency of which are hereby acknowledged, Ledford does hereby knowingly and voluntarily release and forever discharge Neelam, J. Bagga and B. Bagga any corporate parent(s), subsidiaries and affiliates, and their officers, directors, employees (current and former), shareholders, attorneys, servants and agents, together with their successors and assigns (hereinafter

46 collectively referred to as the “Releasees”) from any and all actions, causes of  
47 action, suits, debts, dues, sums of money, accounts, damages, judgments, claims  
48 and demands whatsoever, in law or in equity (hereinafter collectively referred to  
49 as “claims”), arising under the Fair Labor Standards Act, as amended, 29 U.S.C.  
50 § 201 *et. seq.*

51 III.

52 Ledford warrants that as of the time of execution of this Agreement,  
53 Ledford has not assigned or transferred any claims of any nature that she would  
54 otherwise have against Releasees. Ledford further acknowledges that she has  
55 received all payments and benefits that she is entitled to receive by virtue of any  
56 employment with Neelam, J. Bagga or B. Bagga including, but not limited to,  
57 payment for any and all wages, salary, bonuses, overtime compensation, meal  
58 and/or rest breaks, earned or accrued vacation and/or personal days owed to  
59 her by Neelam and/or J. Bagga and/or B. Bagga up to the moment of her  
60 execution of this Agreement.

61 IV.

62 Ledford shall be responsible for the payment of any and all local, state,  
63 and/or federal taxes which may be attributable to the payments described above  
64 and indemnifies and holds Releasees harmless from any and all tax consequences,  
65 including interest and/or penalties, arising out of the payments described in  
66 Paragraph I above. The parties acknowledge that no representations have been  
67

68 or are made herein by or to any signatory to this Agreement regarding the tax  
69 consequences of this Agreement.

70 V.  
71

72 Ledford acknowledges that no promise or inducement for this Agreement  
73 has been offered or made, except as herein set forth, and this Agreement contains  
74 the full terms of the agreement between Ledford and Defendants.

75 VI.  
76

77 Ledford consents and agrees that she will not directly or indirectly, orally or  
78 in writing, disparage Neelam, J. Bagga or B. Bagga, their services, products,  
79 employees (current and former), representatives, agents and/or attorneys in any  
80 way or interfere in any way with relationships Neelam, and/or J. Bagga and/or B.  
81 Bagga have with their clients/customers and/or employees. J. Bagga and B. Bagga  
82 agree that they will not directly or indirectly, orally or in writing, disparage Ledford,  
83 her work performance, integrity or character or in any way interfere with a  
84 relationship Ledford may have with an employer or entity to which Ledford has  
85 applied for employment.

86 VII.  
87

88 It is further understood and agreed that this Agreement is entered into  
89 voluntarily by both parties, and that the payment and benefits conferred  
90 herein are not to be construed as an admission of liability on the part of the  
91 persons, corporations and entities hereby released, by whom liability is

92 expressly denied.

93 IX.

94  
95 This Agreement shall be binding upon Ledford, her heirs, executors,  
96 administrators, assigns, successors, beneficiaries, employees and agents, and all  
97 other persons asserting claims by, on behalf of, or through Ledford based or  
98 founded upon any of the claims released herein. Ledford acknowledges that this  
99 Agreement is made and entered into in the State of Georgia and shall, in all  
100 respects, be interpreted, enforced and governed under the laws of said State. All  
101 terms of this Agreement shall inure to the benefit of the Releasees and their  
102 predecessors, successors and assigns.

103 X.

104 In the event either party pursues legal action in an attempt to enforce the  
105 terms of this Agreement, the prevailing party in such action shall be entitled to  
106 her or its reasonable attorneys' fees and costs.

107 XI.

108 Should any word, phrase, clause, sentence or paragraph of this Agreement  
109 be deemed unenforceable by a competent court of law, the enforceability of the  
110 remainder of the Agreement shall be unaffected.

111 XII.

112 This Agreement constitutes the entire agreement between Ledford and  
113 Neelam, J. Bagga and B. Bagga pertaining to the subjects contained in it and  
114 supersedes any and all prior and/or contemporaneous agreements,

115 representations, or understandings, written or oral. It is expressly understood and  
116 agreed that this Agreement may not be altered, amended, modified or otherwise  
117 changed in any respect or particular whatsoever except in writing duly executed  
118 by Ledford and an authorized representative of Neelam, J. Bagga and B. Bagga.  
119 This Agreement is intended to fully, completely and forever resolve all disputes  
120 based upon events, omissions or acts occurring on or prior to the time of its  
121 execution as well as all other issues or claims in any way arising out of or  
122 connected with any prior employment of Kent with Wagner and/or Thompson  
123 or the termination of that employment.

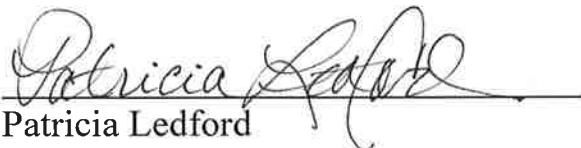
124 IN WITNESS WHEREOF,

125

126 Patricia Ledford sets her hand and seal this 14<sup>th</sup> day of August 2015.

127

128



129 Patricia Ledford

130

131 Neelam Investments, Inc. Jasvinder Bagga and Babloo Bagga set their hands  
132 and seals this 31<sup>st</sup> day of August 2015.

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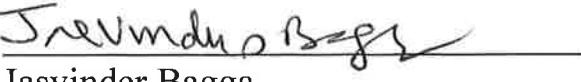
135 On behalf of Neelam Investments, Inc.

136

137 By: Jasvinder Bagga Its Owner

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139



140 Jasvinder Bagga

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142



143 Babloo Bagga

144

145



PL initials